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E-File: September 29, 2009

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12 Attorneys for Debtors and
 13 Debtors in Possession

14 **UNITED STATES BANKRUPTCY COURT**

15 **DISTRICT OF NEVADA**

16 In re:

17 THE RHODES COMPANIES, LLC, aka
 18 "Rhodes Homes, et al."¹

19 Debtors.
 20 _____

21 Case No.: BK-S-09-14814-LBR
 22 (Jointly Administered)

23 Chapter 11

24 Hearing Date: October 30, 2009
 Hearing Time: 1:30 p.m.
 Courtroom 1

25 Affects:

26 All Debtors
 27 Affects the following Debtor(s):
 28 _____

29 Pinnacle Grading, LLC, 09-14887 LBR

30 _____
 31 ¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if
 32 applicable, are: Heritage Land Company, LLC (2918); The Rhodes Companies, LLC (3060); Rhodes Ranch
 General Partnership (1760); Tick, LP (0707); Glynda, LP (5569); Chalkline, LP (0281); Batcave, LP (6837);
 Jackknife, LP (6189); Wallboard, LP (1467); Overflow, LP (9349); Rhodes Ranch Golf and Country Club (9730);
 Tuscany Acquisitions, LLC (0206); Tuscany Acquisitions II, LLC (8693); Tuscany Acquisitions III, LLC (9777);
 Tuscany Acquisitions IV, LLC (0509); Parcel 20 LLC (5534); Rhodes Design and Development Corp. (1963); C&J
 Holdings, Inc. (1315); Rhodes Realty, Inc. (0716); Jarupa LLC (4090); Elkhorn Investments, Inc. (6673); Rhodes

1 **DEBTORS' OBJECTION TO FORD MOTOR CREDIT'S CLAIM PURSUANT TO**
 2 **SECTION 502(b) OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 3003**
 3 **AND 3007 (NON-DEBTOR CLAIM)**

4 The Rhodes Companies, LLC and its affiliated debtors (collectively, the “Debtors”), by
 5 their undersigned counsel, hereby object (the “Objection”) to the claim of Ford Motor Credit (the
 6 “Non-Debtor Claim”) attached as **Exhibit A** hereto, due to the fact that the claim is a non-Debtor
 7 claim erroneously filed against the Debtors, pursuant to section 502(b) of title 11 of the United
 8 States Code (the “Bankruptcy Code”), Rules 3003 and 3007 of the Federal Rules of Bankruptcy
 9 Procedure (the “Bankruptcy Rules”) and request the entry of an order (the “Order”) disallowing
 10 and expunging in full the disputed claim as indicated in further detail below.² In support of this
 11 Objection, the Debtors rely on the *Declaration of Paul D. Huygens in Support of Debtors’*
 12 *Objection to Ford Motor Credit’s Claim Pursuant to Section 502(b) of the Bankruptcy Code,*
 13 *Bankruptcy Rules 3003 and 3007 [Non-Debtor Claim]*, attached hereto as **Exhibit B**. In further
 14 support of this Objection, the Debtors respectfully represent as follows:

15 **BACKGROUND**

16 1. On March 31, 2009, the above-captioned Debtors (the “Primary Filers”) except
 17 Tuscany Golf Country Club, LLC, Pinnacle Grading, LLC, and Rhodes Homes Arizona, LLC
 18 (the “Secondary Filers”) filed voluntary petitions for relief under chapter 11 of title 11 of the
 19 Bankruptcy Code. On April 1, 2009, the Secondary Filers filed voluntary petitions for relief
 20 under chapter 11 of the Bankruptcy Code. All references to Petition Date herein shall mean
 21 March 31, 2009 for the Primary Filers or April 1, 2009 for the Secondary Filers, as applicable.
 22 The Debtors are continuing in possession of their property and are operating and managing their
 23 businesses, as debtors in possession, pursuant to sections 1107 and 1108 of the Bankruptcy
 24 Code.

25 Homes Arizona, LLC (7248); Rhodes Arizona Properties, LLC (8738); Tribes Holdings LLC (4347); Six Feathers
 26 Holdings, LLC (8451); Elkhorn Partners, A Nevada Limited Partnership (9654); Bravo Inc. (2642); Gung-Ho
 27 Concrete, LLC (6966); Geronimo Plumbing, LLC (6897); Apache Framing, LLC (6352); Tuscany Golf Country
 28 Club, LLC (7132); Pinnacle Grading, LLC (4838).

² The Debtors reserve the right to file additional objections, whether on substantive or non-substantive grounds, to any and all other claims filed against their estates.

1 **RELIEF REQUESTED**

2 2. By this Objection, the Debtors seek entry of an order, pursuant to section 502(b)
 3 of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007, disallowing and expunging in full the
 4 Non-Debtor Claim as indicated in further detail below.

5 **OBJECTION**

6 3. The Non-Debtor claim relates to an unrelated individual Chapter 13 debtor by the
 7 name of Norman G. Banister, Case No. 09-15528 in the United States Bankruptcy Court for the
 8 District of Nevada. The Debtors sent the claimant a letter requesting that the claimant withdraw
 9 its claim to avoid an objection being filed. See Exhibit A. As of the date and filing of this
 10 Objection, no response has been received.

11 4. Bankruptcy Code Section 502 authorizes a party in interest to object to claims.
 12 *See* 11 U.S.C. §502(a). Upon such objection, this Court, “after notice and a hearing, shall
 13 determine the amount of such claim in lawful currency of the United States as of the date of the
 14 filing of the petition” 11 U.S.C. § 502(b). Although a proper proof of claim is presumed
 15 valid under Bankruptcy Rule 3001(f), once an objection controverts the presumption, the creditor
 16 has the ultimate burden of persuasion as to the validity and amount of the claim. *Ashford v.*
 17 *Consolidated Pioneer Mortg. (In re Consolidated Pioneer Mortg.)*, 178 B.R. 222, 226 (B.A.P.
 18 9th Cir. 1995), aff’d, 91 F.3d 151 (9th Cir. 1996) (quoting *In re Allegheny International, Inc.*,
 19 954 F.2d 167, 173-74 (3d Cir. 1992)). The Bankruptcy Appellate Panel for the Ninth Circuit
 20 explained the shifting burdens of proof with respect to objection to proofs of claim as follows:

21 The burden of proof for claims brought in the bankruptcy court
 22 under 11 U.S.C.A. § 502(a) rests on different parties at different
 23 times. Initially, the claimant must allege facts sufficient to support
 24 the claim. If the averments in his filed claim meet this standard of
 25 sufficiency, it is “prima facie” valid. In other words, a claim that
 26 alleges facts sufficient to support a legal liability to the claimant
 27 satisfies the claimant’s initial obligation to go forward. . . . The
 28 burden of persuasion is always on the claimant.

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1 *Id.* (emphasis added). Following this decision, the District Court for the Northern District of
 2 California emphasized, “unless the claimant has alleged ‘facts sufficient to support a legal
 3 liability, ‘the claim is not *prima facie* valid.’” *In re Hongnisto*, 293 B.R. 45, 50 (N.D. Cal. 2003)
 4 (quoting *Consolidated Pioneer Mortg.*, 178 B.R. at 266) (holding that the claimant’s proof of
 5 claim failed to allege sufficient facts to support a legal liability and consequently disallowed the
 6 proof of claim); *see Consolidated Pioneer Mortg.*, 178 B.R. at 227 (holding that because the
 7 proof of claim did not allege sufficient facts to support the claim, the proof of claim was
 8 disallowed).

9 5. Based on the Debtors’ review of their books and records and the proof of claim
 10 filed by the claimant, the claimant has no valid legal justification for asserting the filed claim
 11 against the given Debtor. As a result, the Debtors submit that this Non-Debtor Claim should be
 12 expunged by the Court.

CONCLUSION

13 6. The Debtors object to the allowance of the Non-Debtor Claim as set forth herein
 14 for the reasons stated herein, and the Debtors hereby move this Court for an Order disallowing
 15 and expunging in full the Non-Debtor Claim identified on **Exhibit A**.

NOTICE

16 7. No trustee or examiner has been appointed in these chapter 11 cases. Notice of
 17 this objection has been provided to (i) the United States Trustee for the District of Nevada, (ii)
 18 counsel to the Creditors’ Committee, (iii) the Non-Debtor Claim holder in accordance with the
 19 address provided in the proof of claim for such Non-Debtor Claim, (iv) each person or entity that
 20 has filed a notice of appearance and request for special notice, and (v) other required parties
 21 pursuant to the Court’s case management order entered in these cases. The Debtors submit that
 22 in light of the nature of the relief requested herein, no other or further notice is required.

23 8. Pursuant to Bankruptcy Rule 3007, the Debtors have provided the claimant
 24 affected by the Objection with at least thirty (30) days’ notice of the hearing on the Objection.

25 WHEREFORE, the Debtors respectfully request that the Court enter an Order,
 26 substantially in the form attached hereto as **Exhibit C**, disallowing and expunging the Non-

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 Las Vegas, Nevada 89101
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1 Debtor Claim attached as **Exhibit A** hereto, and granting such other and further relief as the
2 Court deems just and proper under the circumstances of these chapter 11 cases.

4 | DATED this 29th day of September, 2009.

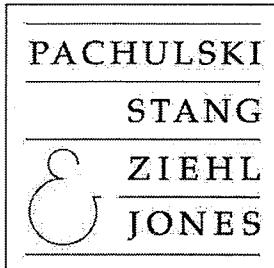
LARSON & STEPHENS

/s/ Zachariah Larson, Esq.

Zachariah Larson, Bar No. 7787
Kyle O. Stephens, Bar No. 7928
810 S. Casino Center Blvd., Suite 104
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702/382-1170
Attorneys for Debtors and Debtors in
Possession

LARSON & STEPHENS
1310 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

EXHIBIT A



LAW OFFICES
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA
LOS ANGELES, CA
WILMINGTON, DE
NEW YORK, NY

150 CALIFORNIA STREET
15th FLOOR
SAN FRANCISCO
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000
FACSIMILE: 415/263 7010

August 21, 2009

VIA U.S. FIRST CLASS MAIL

Ford Motor Credit
Attn: Jeffrey G. Sloane, Esq.
PO Box 55000
Detroit, MI 48255-0953

Re: The Rhodes Companies, et al.
Chapter 11 Case No. 09-14814
(Jointly Administered)

Dear Mr. Sloane:

This firm represents Pinnacle Grading, LLC (the "Debtor") in its Chapter 11 bankruptcy filed in the United States Bankruptcy Court for the District of Nevada (Case No. 09-14887 LBR). You filed a proof of claim on behalf of Pinnacle, designated as proof of claim number 11 in the amount of \$9,639.42 in the Debtor's bankruptcy case. A copy of such claim is attached hereto for your reference.

As you can see from the attached claim, it was filed in the Debtor's case in error, as such claim relates to a Mr. Norman G. Banister and not the Debtor.

Therefore, please withdraw your claim by signing and returning the enclosed Notice of Withdrawal of Claim form by September 4, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you.

Very truly yours,

/s/
Patricia J. Jeffries

PJJ
Enclosure
cc: Michael A. Matteo

NEW YORK
788 THIRD AVENUE
36th FLOOR
NEW YORK
NEW YORK 10017-2024

TELEPHONE: 212/561 7700
FACSIMILE: 212/561 7777

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:	Case No.: BK-S-09-14887-LBR
PINNACLE GRADING, LLC,	Chapter 11
Debtor.	

NOTICE OF WITHDRAWAL OF PROOF OF CLAIM NO. 11

FORD MOTOR CREDIT hereby withdraws its proof of claim, designated as Claim No. 11 filed in the above-captioned case.

Dated: _____, 2009

By: _____ (signature) _____ (print name)
Its: _____ (title)

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA		PROOF OF CLAIM
Name of Debtor: NORMAN G. BANISTER		Case Number: 09-15528-BAM
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): FORD MOTOR CREDIT		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Ford Motor Credit Company P.O. Box 55000, Detroit, MI 48255-0953		Court Claim Number: _____ <i>(If known)</i>
Telephone number:		Filed on: _____
Name and address where payment should be sent (if different from above): Ford Motor Credit Company P.O. Box 55000, Drawer 55-953, Detroit, MI 48255-0953		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>9,639.42</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.		Specify the priority of the claim.
If all or part of your claim is entitled to priority, complete item 5.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).
2. Basis for Claim: _____ <i>(See instruction #2 on reverse side.)</i>		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).
3. Last four digits of any number by which creditor identifies debtor: <u>2995</u>		<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).
3a. Debtor may have scheduled account as: _____ <i>(See instruction #3a on reverse side.)</i>		<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: 2001 BMW 325i		Amount entitled to priority: \$ _____
Value of Property: \$ _____ Annual Interest Rate ____ %		<i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____		
Amount of Secured Claim: \$ <u>9,639.42</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
If the documents are not available, please explain:		
Date: 07/22/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	
/s/JEFFERY G. SLOANE, ESQ., Attorney for Ford Motor Credit		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Case 09-14887-lbm Claim 11- Filed 07/23/09 Page 2 of 3

SECTION A:
 Buyer's Name(s): NORMAN G BANISTER
 Name:
 Address: 1655 E SAHARA AVE #1053
 City: LAS VEGAS County: CLARK
 State: NV Zip: 89104 Res. Phone: (702)
 Bus. Phone: (702) Stock No. ST1250A Salesman GIOVANNI MARTINEZ Date 04/11/2005
 CREDITOR: GAUDIN FORD
 Address: PO BOX 42999 City: LAS VEGAS County: CLARK
 State: NV Zip: 89116 Phone: (702) 731-2121

SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE		The cost of your credit as a yearly rate:
		12.50 %
FINANCE CHARGE		The dollar amount the credit will cost you:
		\$ 6,219.14
Amount Financed		The amount of credit provided to you or on your behalf:
		\$ 17,776.66
Total of Payments		The amount you will have paid after you have made all payments as scheduled:
		\$ 23,995.80
Total Sales Price		The total cost of your purchase on credit, including your down payment of \$ 5,000.00:
		\$ 28,995.80

INSURANCE: Credit life insurance, credit disability insurance and debt cancellation (if) means an estimate coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit life:	\$ N/A	I want credit life insurance: <input checked="" type="checkbox"/>	
Joint credit life:	\$ N/A	We want joint credit life insurance: <input checked="" type="checkbox"/>	
Credit disability:	\$ N/A	I want credit disability insurance: <input checked="" type="checkbox"/>	
Credit life and disability:	\$ N/A	I want credit life and disability insurance: <input checked="" type="checkbox"/>	
Joint credit life and disability:	\$ N/A	We want joint credit life and disability insurance: <input checked="" type="checkbox"/>	
Debt cancellation coverage (GAP coverage)	\$ N/A	I want debt cancellation coverage (GAP Coverage): <input checked="" type="checkbox"/>	

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$ N/A and the term of the insurance will be N/A.

Security: You are giving a security interest in the goods or property being purchased.

Other (Check if applicable) _____ Nonliving insurance \$ N/A

Filing fee \$ N/A Late Charge: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

This contract is made the 11TH (day of) APRIL (month) of 2005, between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral"):

New or Used: USED Year and Make: 2001 BMW

Series: 325i Body Style: 4DR SDN No. Cyl.: 6

If truck, ton capacity: _____

Manufacturer's Serial Number: WBAAN37431ND47083
 Use for which purchased: Personal Business Agriculture
 INCLUDING:
 Sun/Moon Roof Air Conditioning Automatic Transmission
 Power Steering Power Door Locks Power Seats
 Power Windows Tilt Wheel Vinyl Top
 Cassette Cruise Control AM/FM Stereo
 Compact Disc Player

Color: _____ Tires: _____ Lic. No. _____
 You, severally and jointly, promise to pay us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in any accessions to and proceeds of the Collateral, including but not limited to, any insurance premiums, benefits or loss pays, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

Street: 1655 E SAHARA AVE #1053 City: LAS VEGAS

County: CLARK State: NV

Your address after receipt of possession of Collateral:

Street: 1655 E SAHARA AVE #1053 City: LAS VEGAS

County: CLARK State: NV

NOTICE OF RESCISSION RIGHTS

If buyer signs here, the notice of rescission right on the reverse side is applicable to this contract.

Buyer's Signature X _____

Co-Buyer's Signature X _____

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

OPTION: You pay no Finance Charge if the Total Amount Financed, item No. 12, Section C, is paid in full on or before the N/A (day) of N/A (month) of N/A (year).

SELLER'S INITIALS: _____

SECTION E:

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish.

Si usted escribe un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE LISTO VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DIFERIRÁ CUANDO SE ESTIPULE UNA CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.

Buyer X _____ Date: 04/11/2005 Co-Buyer X _____ Date: 04/11/2005
 Creditor: GAUDIN FORD Date: 04/11/2005 Dr. X _____ Title: 04/11/2005

LAW FORM NO. 558MV-NX-125
 © 2005 GMAC Financial Services Corporation, 1000 N. Dearborn, Chicago, IL 60610-2000
 THIS FORM IS MADE AVAILABLE, UPON REQUEST, AS A CONVENIENCE.
 IT IS NOT A CONTRACT.

ORIGINAL LIENHOLDER

 STATE OF N DEPARTMENT OF MOTOR VEHICLES																	
CERTIFICATE OF TITLE																	
VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER												
WBAAN37431ND47083	2001	BMW	325I	P4D	NV000069515												
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD.	EMPTY WT.	GROSS WT. GVWR												
05/16/2005	53120	G															
VEHICLE COLOR	ODOMETER BRAND			BRANDS													
ACTUAL MILES																	
OWNER(S) NAME AND ADDRESS BANISTER NORMAN G 1655 E SAHARA AVE #1053 LAS VEGAS NV 89104																	
LIENHOLDER(S) NAME AND ADDRESS FORD MOTOR CREDIT COMPANY P O BOX 105704 ATLANTA GA 30348																	
LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:																	
SIGNATURE OF AUTHORIZED AGENT			DATE														
Printed Name _____ FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following buyer(s):																	
Printed Name of Buyer(s)			<input type="checkbox"/> AND <input type="checkbox"/> OR														
Printed Name of Buyer(s)																	
Address	City	State	Zip Code														
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="border: 1px solid black; padding: 2px;"> </td> <td style="border: 1px solid black; padding: 2px; text-align: center;">NO TENTHS</td> <td style="border: 1px solid black; padding: 2px;"> </td> </tr> <tr> <td colspan="2" style="text-align: center;">ODOMETER READING</td> <td colspan="4"> <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. Date of Sale _____ <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY. <input type="checkbox"/> Exempt - Model year over 9 years old. </td> </tr> </table>										NO TENTHS		ODOMETER READING		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. Date of Sale _____ <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY. <input type="checkbox"/> Exempt - Model year over 9 years old.			
				NO TENTHS													
ODOMETER READING		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. Date of Sale _____ <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY. <input type="checkbox"/> Exempt - Model year over 9 years old.															
Signature of Seller(s) I am aware of the above odometer certification made by the seller/agent. <input type="checkbox"/>			Printed Name of Seller(s)														
Signature of Buyer(s)			Printed Name of Buyer(s)														
ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN(S) AS SHOWN.																	
CONTROL NO. 2304060A (THIS IS NOT A TITLE NO.)																	
ALTERATION OR ERASURE VOIDS THIS TITLE																	

EXHIBIT B

1 **DECLARATION OF PAUL D. HUYGENS IN SUPPORT OF DEBTORS' OBJECTION**
2 **TO FORD MOTOR CREDIT'S CLAIM [NON-DEBTOR CLAIM]**

3 I, Paul D. Huygens, declare as follows:

4 1. I am the Senior Vice President of Special Projects of the above-captioned
5 Debtors and Debtors in possession. The facts set forth in this Declaration are personally known
6 to me and, if called as a witness, I could and would testify thereto.

7 2. This declaration is submitted in support of the *Debtors' Objection to Ford*
8 *Motor Credit's Claim Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules*
9 *3003 and 3007 [Non-Debtor Claim]* (the "Objection").

10 3. I am one of the persons responsible for overseeing the claims
11 reconciliation and objection process in the Debtors' chapter 11 cases. I have read the Debtors'
12 Objection and am directly, or by and through my personnel or agents, familiar with the
13 information contained therein, the proposed form of order (the "Proposed Order") and the
14 exhibits attached thereto.

15 4. The claim and attached information and documentation were carefully
16 reviewed and analyzed in good faith, and the Debtors' books and records were referenced for
17 additonal support, utilizing due diligence by appropriate personnel of the Debtors. These efforts
18 have resulted in the identification of the disputed "Non-Debtor Claim", identified in Exhibit "A"
19 to the Objection. I have personally reviewed the Non-Debtor Claim.

20 5. The Non-Debtor claim relates to an individual Chapter 13 debtor by the
21 name of Norman G. Banister, Case No. 09-15528 in the United States Bankruptcy Court for the
22 District of Nevada.

23 6. To the best of my knowledge, information and belief, the claim attached as
24 Exhibit A to the Objection is not a valid claim against the Debtors, but is a claim against an
25 individual Chapter 13 Debtor, unrelated to any of the Debtor entities in these jointly
26 administered cases. The claimant has no valid legal justification for asserting the filed claim
27 against the given Debtor. As a result, I believe that this claim should be disallowed and
28 expunged by the Court.

7. I believe that granting the relief requested in the Objection is in the best interests of the Debtors, their estates and their creditors.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed this 29th day of September, 2009, at Las Vegas, Nevada.

/s/*Paul D. Huygens*

Paul D. Huygens

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EXHIBIT

C

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18
19 Attorneys for Debtors and Debtors in Possession
20

21 **UNITED STATES BANKRUPTCY COURT**

22 **DISTRICT OF NEVADA**

23 In re:

Case No.: BK-S-09-14814-LBR
(Jointly Administered)

24
25 THE RHODES COMPANIES, LLC, aka
“Rhodes Homes, et al.,¹

Chapter 11

26
27 Debtors.

28

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Heritage Land Company, LLC (2918); The Rhodes Companies, LLC (3060); Rhodes Ranch

Affects:

All Debtors

Affects the following Debtor(s):

Pinnacle Grading, LLC 09-14887 LBR

Hearing Date:

October 30, 2009

Hearing Time:

1:30 p.m.

Courtroom 1

**ORDER SUSTAINING DEBTORS' OBJECTION TO FORD MOTOR CREDIT'S
CLAIM PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE,
BANKRUPTCY RULES 3003 AND 3007
[NON-DEBTOR CLAIM] [RE: DOCKET NO. 1]**

Upon consideration of *Debtors' Objection to Ford Motor Credit's Claim Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 [Non-Debtor Claim]* (the "Objection"),² filed by The Rhodes Companies, LLC ("Rhodes") and its affiliated debtors (collectively, the "Debtors"), requesting that the Court enter an order disallowing and expunging in full the disputed claim; and the Court having jurisdiction to consider the Objection and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Objection; the Court hereby finds and determines that, pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure, due and proper notice has been provided to the holder of the claim attached as Exhibit A to the Objection and all other parties entitled to notice; and no other or further notice is necessary; and the relief requested in the Objection is in the best interests of the Debtors, their estates and creditors; and that the legal and factual bases set forth in the Objection establishes just cause for the relief requested therein; therefore IT IS HEREBY ORDERED THAT:

General Partnership (1760); Tick, LP (0707); Glynda, LP (5569); Chalkline, LP (0281); Batcave, LP (6837); Jackknife, LP (6189); Wallboard, LP (1467); Overflow, LP (9349); Rhodes Ranch Golf and Country Club (9730); Tuscany Acquisitions, LLC (0206); Tuscany Acquisitions II, LLC (8693); Tuscany Acquisitions III, LLC (9777); Tuscany Acquisitions IV, LLC (0509); Parcel 20 LLC (5534); Rhodes Design and Development Corp. (1963); C&J Holdings, Inc. (1315); Rhodes Realty, Inc. (0716); Jarupa LLC (4090); Elkhorn Investments, Inc. (6673); Rhodes Homes Arizona, LLC (7248); Rhodes Arizona Properties, LLC (8738); Tribes Holdings LLC (4347); Six Feathers Holdings, LLC (8451); Elkhorn Partners, A Nevada Limited Partnership (9654); Bravo Inc. (2642); Gung-Ho Concrete, LLC (6966); Geronimo Plumbing, LLC (6897); Apache Framing, LLC (6352); Tuscany Golf Country Club, LLC (7132); Pinnacle Grading, LLC (4838).

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Objection.

1. Claim number 11 of Ford Motor Credit in the amount of \$9,639.42, filed against
2 Pinnacle Grading, LLC, is hereby disallowed in its entirety; and

3. This Court shall retain jurisdiction to hear and determine all matters arising from
4 the implementation of this Order

5 APPROVED / DISAPPROVED

6 DATED this ____ day of _____, 2009.

7 By: _____

8 UNITED STATES TRUSTEE
9 August B. Landis
10 Office of the United States Trustee
300 Las Vegas Blvd. S., Ste. 4300
Las Vegas, NV 89101

11 Submitted by:

12 DATED this __ day of October, 2009.

13 By: _____

14 LARSON & STEPHENS
15 Zachariah Larson, Esq. (NV Bar No 7787)
16 Kyle O. Stephens, Esq. (NV Bar No. 7928)
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19 Attorneys for Debtors

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1 **LR 9021 Certification**
2

3 In accordance with LR 9021, counsel submitting this document certifies as follows (check one):
4

5 The court has waived the requirement of approval under LR 9021.
6

7 No parties appeared or filed written objections, and there is no trustee appointed in the case.
8

9 I have delivered a copy of this proposed order to all counsel who appeared at the hearing,
10 any unrepresented parties who appeared at the hearing, and any trustee appointed in this case,
11 and each has approved or disapproved the order, or failed to respond, as indicated below.
12

13 Submitted by:
14 DATED this ____ day of October, 2009.

15 By: _____
16 LARSON & STEPHENS
17 Zachariah Larson, Esq. (NV Bar No 7787)
18 Kyle O. Stephens, Esq. (NV Bar No. 7928)
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